

1904-049 Chancery Causes: Cdn. of Henry L. Newman & by vs. James A. Newman & Lee Co.

Orr, Darby Coal & Coke Co], Kilbourn, Howard, Witt

CA-Estate Dispute  
T-Property



To the honorable J. A. W. Sheen Judge of the Circuit  
Court of Lee County, Va.

Humbly complaining, your orator, W. E. Orr  
Guardians for Henry L. Neuman & Ettie E. Neuman  
infant children of James A. Neuman, and of  
Julie Neuman, deceased, who was the wife of  
the said James A. Neuman, would respectfully  
represent and shew unto your honor, that the  
said infants are seized in fee simple of a  
certain tract or parcel of land, lying in said  
County in the Pocket Country, on the waters of  
Gins Creek, containing, One hundred acres, more  
or less, and is the same tract of land conveyed  
to James A. Neuman, for life, by Elijah G. Parsons  
and Martha W. Parsons his wife by deed bearing  
date January 2nd 1901, and recorded in the clerks  
office of said County, in Deed Book No 37 page  
95, and in which deed the fee simple in said  
land is conveyed to the said infants subject to the  
life estate of their <sup>said</sup> father in said land, and subject  
to the reservation in said deed in favor of F. A.  
Stratton his heirs and assigns, which pertains to  
the mineral on said land, all of which is fully  
set forth, and will more fully appear from said  
deed. from the said Elijah G. Parsons & wife to the  
said James A. Neuman. A certified copy of which  
deed is herewith filed as part hereof marked "A"  
Now your orator is advised, and therefore alleges  
that the interests of his said wards will be greatly  
promoted by the sale of the said land, and that the  
rights of no person will be violated thereby; that  
the said tract of land is Mountain land, and not very  
valuable for farming purposes, and the mineral thereon



has been sold and is now owned by the said F. A. Stratton, or his vendee, as set forth in said last mentioned deed; that the interest on the money for which the land will sell, will exceed the rent of the land, and the interest of the said infants in said land being a reversionary interest, they, perhaps, would not realize anything from said land for several years, while if the land is sold, they or their Guardian <sup>for them</sup> will realize the interest on their portion of the fund for which said land may be sold, from the date of the consummation of said sale; that the said infants have no estate other than their said interest in said land, and that the said James A. Neuman, their father, is the only heir of the said infants in the event of their death.

Your orator will further represent and shew unto your honor that the said James A. Neuman has contracted a sale in writing of the said tract of land, with certain reservations, to The Darby Coal & Coke Co, a corporation, at the price of twenty dollars per acre, the said tract of land to be surveyed and the number of acres ascertained and the purchase money therefor to be paid as soon as the land can be conveyed. All of which will more fully appear from a certified copy of said Contract of sale herewith filed as part hereof Marked "B".

A certified copy of your orators appointment, qualification and bond <sup>as guardian</sup> is herewith filed as part hereof Marked "C".

The object therefore of this bill is to obtain a decree for the sale of the interests of the said infants in said tract of land, as a confirmation of the said sale made by the said father of said infants, and that the net



proceeds of the sale of said land be divided between  
the said father and said infants according to their  
respective interests therein, the said Henry L  
Neuman being ten years old June 7th 1903, and the  
said Ettie E Neuman being eight years old October  
5th 1903, and the said James A Neuman being forty  
four years old May 4th 1903. To this end your orator  
makes the said James A Neuman, Henry L Neuman  
and Ettie E Neuman and the said Darby Coal & Coke  
Company, a corporation, the parties defendants to  
this bill, and asks that they be required to answer  
the same, but not an oath that being waived, the  
said infants by a Guardian ad litem to be assigned  
them; and that your honor will <sup>decree</sup> a sale of said land,  
or a confirmation of the one already contracted, which  
it is alleged is at a fair price, and the investment  
of the said infants portion of the money derived  
therefrom, upon such terms and conditions, and  
in such manner as will best promote the interests  
of your orators said wards. And that your honor  
will grant unto your orator such other, further and  
general relief as may be consistent with equity,  
and the case may require. And your orator will  
ever pray &c.

Or & Nail. p. 9.

Virginid. Lee County, to wit:-

This day W. E. Orr personally appeared before <sup>me</sup> the  
undersigned clerk of the circuit Court of said County,  
and made oath that the several allegations in the  
foregoing bill he believes to be true.

Given under my hand this day of January 1904.

Clerk.



Munsey Clerk 1.58  
 Tax 1.50  
 As Comr in Chcy 3.00  
 Filing clk. Total 6.08  
 15.00  
 6.00  
 Co clk 8.00  
 Comr in Chcy 5.00  
 G. A. L. 31.53  
 5.00  
 Cr clk 36.00  
 36.00  
 Less Tax 1.00  
 35.00

W. E. Orr Guardian  
 of Bill in Chancery  
 James A. Neuman et al

1904 1st Feby rules bill  
 filed & pa Executed. ans  
 of adult debts filed M. G.  
 Cly appointed G. A. L. for infants  
 debts and their ans filed /  
 Replication to each of said  
 answers, & continued  
 1904 2nd Feby rules held the  
 2nd Monday in Feby  
 Cause set for hearing

May 18<sup>th</sup> 1904



In the Circuit Court for the County of Lee,  
to wit:

THE ANSWER OF Henry L. Newman, and Ettie E. Newman

infant under the age of twenty-one years, by M. G. Ely  
guardian *ad litem*, assigned to defend them in this suit, to a bill of complaint exhibited against  
them and others in the Circuit Court for the County of  
Lee, by W. E. Orr Guardian ~~ad litem~~ and others.

The respondent, reserving to themselves the benefit of all just exceptions to the said bill, for  
answer thereto, answering by said guardian *ad litem*, say that they are infants of tender  
years, and by reason of such disability are incapable of understanding, or of taking care of their  
rights and interests, they therefore commend the same to the protection of the court, and prays that  
no decree may be pronounced which will tend to their prejudice.

And having answered, the respondent pray to be hence dismissed with their reasonable costs,  
in this behalf expended; and they will ever pray, &c.

M. G. Ely Guardian *ad litem*.

M. G. Ely p. d.

Va. County  
OF  
Lee } ss.

This day, M. G. Ely, whose name is signed to  
the foregoing answer, personally appeared before me, A. B. Munsey  
and made oath that the statements made therein, so far as they depend upon his own knowledge, are true,  
and so far as they depend upon knowledge derived from others he believes them to be true.

Given under my hand, this 29<sup>th</sup> day of January 1904  
A. B. Munsey Clerk



Henry Newman et al

adv. { ANSWER  
OF  
INFANT DEFENDANT.

W. C. Orr, Guardian

Filed February 1<sup>st</sup> 1904  
H. C. T. Erving, Clerk



To the honorable J. A. W. Skerr Judge of the  
Circuit Court of Lee County, Va.

The answer of The Darby Coal & Coke Compa-  
ny, a Corporation, to a bill filed in this honora-  
ble court against this respondent and others  
by W. E. Orr Guardian &c.

For answer thereto, or to so much thereof  
as this respondent is advised it is necessary  
or material that it should answer, answering  
it says, It is true that respondent has contracted  
a purchase of the tract of land in the bill  
mentioned from its co-defendant, James A  
Neumann, at the price of \$20.00 per acre.  
as set forth in Exhibit "B" with plaintiffs  
bill, and it will be prepared to comply with  
said contract and pay the purchase money  
for said land as soon as the number of  
acres in said tract is ascertained, and the  
title thereto can be, and is made to your respo-  
ndent. Your respondent considers the contract  
price for said land a fair one, and believes  
it will be to the interest of all persons con-  
cerned to have the said sale confirmed and  
carried out, and it joins in the prayer of the  
plaintiff for a confirmation of said sale.  
And now having answered it prays to be  
hence dismissed with its costs, &c.

Orr & Noel, for  
Respondent.



W. C. Orr, Guardian  
vs. <sup>vs.</sup> Int. of Early Co. &  
Cake Co.

James A. Newman et al

Filed 1st February  
Rules 1904.

H. C. T. Ewing  
Clerk



To the honorable J. A. W. Sken Judge of the  
Circuit Court of Lee County, Va.

The answer of James A. Neuman to a bill  
filed in this honorable court by W. E. Orr  
Guardian &c against this respondent & others.

For answer thereto, or so much thereof as he  
is advised it is material for him to answer,  
answering he says, it is true as alleged in the  
bill that the tract of land in the bill and exhibit  
it is mentioned and described, was conveyed  
to respondent and his two children Henry L.  
Neuman & Ettie E. Neuman in the manner  
therein set forth, and subject to the reservations  
or interests therein stated, to your orator for  
life and after his death to his said children  
in fee simple. It is also true that respondent  
has contracted a sale of said land to The  
Darby Coal & Coke Company at the price of  
\$20.00 per acre as set forth in exhibit "B"  
with plaintiffs bill, the purchase money  
therefor to be paid when the land is surveyed  
and the title thereto conveyed, and your respond-  
ent considers this a good price for said land,  
when it is recognized that the mineral has  
been sold to H. A. Stratton; and your respondent  
joins in the prayer of the plaintiff in his said  
bill, in asking a confirmation of this sale  
by the court for and on behalf of the said



infants, believing as he does that said sale will be advantages not only to him, but also to said infants, and that the money kept at interest, will be of more value to said infants than their interest in said bond retained by them. As stated in said bill the land is mountain land and not very valuable for agricultural purposes, and the ages of the said children and your respondent being as stated by plaintiff, the interest of your respondent in \$2000.<sup>00</sup> according to the annuity table would be \$1371.36 counting his age at 45 years, which it will be May 4th 1904, his next birth day, and this sum taken from the said \$2000.<sup>00</sup> would leave \$628.64, but your respondent is willing to divide the net proceeds <sup>of the sale of said land</sup> ~~equally~~ between himself and his said two children, giving to them jointly Eight hundred dollars and to himself <sup>one hundred dollars</sup> ~~one hundred dollars~~ <sup>or in that proportion of the net sum</sup> and this division, your respondent asks your honor to make of the said fund, to be derived from the sale of said bond in case a sale is made, or the one contracted by him is confirmed. And now having answered he prays to be hence dismissed.

On trial, for Respondent.



W. E. Orr Guardian &c  
vs { Insuff. A. Neuman,  
3 James A. Neuman et als.  
Filed 1st February  
Rules 1904.  
H. C. T. Ewing Clerk



W. E. Orr, Guardian for Henry L  
Neuman & Ethel E. Neuman. Plaintiff

against

James A. Neuman et als. Defendants } In Chancery.

This Cause came on this day to be heard upon the papers formerly read in the Cause, and the report of James W. Orr, Commissioner, and the deed therewith, this day filed in the Cause, and was argued by counsel. On consideration thereof and there being no exceptions to said report, or deed, it is adjudged, ordered and decreed, that said report and deed be and the same are hereby confirmed, and that the Clerk of this Court deliver said deed to The Darby Coal & Coke Company, the grantee therein, for recordation, and it appearing from said report that the purchase money for said land, in the bill mentioned, has been paid to the plaintiff, except the sum of ten dollars paid to the defendant, James A. Neuman, by said Company, it is further adjudged, ordered and decreed that the plaintiff pay to Orr & Vael, attorneys for plaintiff, \$48.40 their fee in the Cause, and that he also pay the costs of this suit to the officers of the Court entitled thereto, including \$5.00 to said Commissioner Orr for making said deed, and the residue of said fund, he will pay to the said James A. Neuman three fifths thereof, and retain in his own hands, as Guardian for said infants, two fifths thereof, and nothing further remaining to be done in this Cause the same is ordered to be stricken from the docket.



W. E. Orr Guardian &c.

vs Decree Liab

James A. Neuman et al.

Em. App. No. 7,

Page 459

Enter this decree.

J. C. W. Stone

May 17 1904.



W. E. Orr, Guardian for Henry  
L. Neuman & Ettie E. Neuman, Plffs

against

James A. Neuman et al. Defts

In choosing

This cause came on to be heard upon the  
bill of the plaintiffs, the exhibits therewith,  
the separate answer of James A. Neuman,  
the separate answer of The Darby Coal  
& Coke Company and the answer of Henry  
L. Neuman & Ettie E. Neuman, the infant  
defendants, by M. G. Ely their Guardian  
ad litem, and general replication to  
each of said answers, and upon the  
depositions of witnesses, and was argued  
by counsel. On consideration thereof  
It is adjudged, ordered and decreed that  
the sale of the tract of land in the bill  
mentioned, by the defendant James A.  
Neuman, on behalf of himself and the  
infant defendants, his infant children,  
to The Darby Coal & Coke Company, as set  
forth, and at the price, in the contract of  
sale mentioned, exhibited with the plaintiffs  
bill, be and the same is hereby confirmed,  
the Court being of opinion that the interests  
of the infant defendants will be promoted  
by said sale being confirmed and carried  
to completion, and that the rights of no  
person will be violated thereby.

from the evidence



And it is further ordered, adjudged and decreed that as soon as said contract of purchase is completed by the said Darby Coal & Coke Company, as provided in said Exhibit B, with plaintiffs bill and the purchase money for said land, at the price of Twenty dollars per acre, is fully paid by said Company to the plaintiff, then James W Orr, who is appointed a Commissioner for the purpose, will convey to said Company, with covenants of Special warranty, the interests of the said infant defendants in said tract of land, in which deed the defendant James A. Keenan will join, conveying his interest in said tract of land to said Company, with covenants of general warranty upon his part, Said Commissioner will report his action hereunder, together with the payment, or nonpayment, of the said purchase money by said Company, to the plaintiff, to the next term <sup>of this court.</sup> And the cause is continued.

W. E. Orr-Guardian  
vs

Decree

James A. Keenan et al

Env. C. O. B. No 7, p 389

Enter this decree.

Ha w dham

Feb 16<sup>th</sup> 1904.



(1)

.....The depositions of H.F.Kilbourn ~~and V. other~~ taken before the undersigned Commissioner in Chancery of the Circuit court of Lee county, at the Law office of James W.Orr in Jonesville Virginia, by consent of parties on this the 6th, day of February, 1904.

Present James W.Orr of counsel for plaintiff and representing the adult defendants in so far as not inconsistent with his duties as counsel for the plaintiff. This being a friendly suit.

And present M.C.Ely Guardian Ad Litem for the infant defendants and the defendant James A.Newman in his own proper person.

The said H.F.Kilbourn a witness of lawful age, and being duly sworn deposes and says.

Question by Plff's counsel.

Q-1--Please state your age, residence and occupation?

A-1-- 49 years, Live in the pocket country on Straight Creek and nearly within one mile of the James A.Newman land, and am a farmer.

Q-2-- Are you acquainted with land owned by the plaintiff James A.Newman in which his two infant children have an interest?

A--- I am very well acquainted with the most of it, I can't say that I have been over it all, but I have a general knowledge of it all.

Q-3--Please state what kind of land it is, how much is in cultivation or cleared and how many acres in the tract if you know, and what improvements if any on the land?

A--- There is no improvements in the way of buildings, there is a long strip of bottom land cleared some four or five acres and this appears to be considerably worn and is thin land, and there is a few acres cleared up on the hill which rough land but perhaps is better soil than the bottom land, all the land outside of the strip of bottom land is rough mountain land, I am informed no doubt it is true that the poplar timber has been sold off at least I do not see any valuable poplar on it, there is some White-Oak Chestnut and other timbers, but, don't think that there is much White-Oak,

Q-4--Please state whether or not you consider the land valuable for agricultural purposes?



A-4---I do not. And consider the mineral or coal on the land more valuable than anything else.

Q-5---Is it your understanding that there is a mineral or coal right sold on said land to F.A.Statton and now owned <sup>mineral</sup> by the Black Mountain Coal & Coke Company?

A--- That is my understanding.

Q--- State whether or not this mineral right together with the usual rights and privileges of mining using timber building roads tramways &c. depreciates the value of the surface of said land for agricultural purposes?

A--- I think it does considerably.

Q--- If the defendant James A.Newman has contracted this land for sale to his co-defendant The Darby Coal and Coke Company at the price of \$20.00, per acre subject to the mineral rights above spoken of, please state whether or not you would consider said sale at a fair price and to the interests of the infant defendants, if carried out and that their interests would be promoted thereby?

A--- I really think that it is an extraordinary price for the surface and that their interests will be promoted by a confirmation of said sale, I think their portion of the money kept at interest will be much more valuable to them than their reversionary interest in the land considering their ages and the age of their father as I understand them to be.

And further this deponent saith not.

A. J. Kilbourne

J.A.Howard another witness of lawful age being first duly sworn deposes as follows.

Q-- Please state your age, residence and occupation?

A--- 27 years, reside on straight Creek near the land spoken of , and am a farmer.

Q--- Are you acquainted with the land owned by James A.Newman and his children, and if so what kind of land is it?

A--- I am acquainted with said land and live within about a mile of it.



There is about five acres of bottom cleared which is all of the bottom land on the place and four or five cleared on the hill side, this bottom land very thin land that cleared on the hill side is perhaps a little more productive, but is steep and rough, the balance of the tract is rough mountain land uncleared and with not much valuable timber on it, I do not consider the tract as valuable for farming purposes and mainly valuable for the coal that is on it and this I understand has been sold and is now owned by The Black Mountain Coal & Coke Company, who are locating an arm of Railroad through this narrow bottom from one end to the other and when constructed will leave the bottom in such condition that it would not be worth fencing. I sowed most of the bottom in Millet last year and the crop was not worth the seed and labor.

I am of opinion that the sale of the surface of this land made by J.A. Newman at \$20.00, per acre is a big price for the same, and that the interests of the infant defendants will be promoted by a confirmation of said sale, and that the rights of no person will be violated thereby, and that ~~the interest of~~ the infants portion of the money derived from said sale will be more valuable to them kept at interest than their interest in the land would be, and that the mineral rights and privileges sold on said land depreciates the value very much.

And further this deponent saith not.

J. A. Howard

A.J. Witt another witness of lawful age being first duly sworn deposes as follows.

Please state your age, residence and occupation?

A--- Age 57 years, I live in the pocket country on the waters of Staight Creek, about two miles from the J.A. Newman land.

Q-2--Are you acquainted with the J.A. Newman land and, if so please state what kind of land it is and its quality and anything you may know about its value &c?

A--- I am acquainted with said land and have known it and lived



near it for about 35 years, it is rough mountain land except a narrow bottom containing some five acres, which is cleared and been in cultivation for perhaps forty years, there is also four or five acres cleared on the hill side, which has not been cleared so long the bottom strip is very thin land, that on the hill side is a little more productive, but is steep and rough, I think that the valuable timber has mostly been taken off and understand that the coal right has been sold on said land, and is now owned by The Black Mountain Coal & Coke Company, and I understand and in fact see that they are preparing to mine the coal in that vicinity. I am of opinion that the sale of the coal right on this land with the usual mining rights and privileges and which I understand was incorporated in the deed to Stratton depreciates the value of the surface considerably.

Q--- What do you consider would be a fair price per acre for this tract of land subject to the sale of the coal right and mining privileges spoken of by you?

A--- I would think not more than from five to ten dollars per acre in any event, and I am of opinion that the sale made by J.A. Newman at \$20.00, per acre is a an extraordinary price for said land subject to the other rights thereon, and that the interests of the infant defendants as well as Mr. Newman will be very much promoted by a confirmation of said sale and that the rights of no person will <sup>be</sup> violated by the confirmation of said sale and that the infants portion <sup>of</sup> money derived from said sale kept at interest will be much more valuable to them than their interest in said land subject to their father's life estate.

And further this deponent saith not.

A. J. Witt.

James A. Newman another witness of lawful age being duly sworn deposes as follows. I was 44 years old May 4th, 1903, and my son Henry L. Newman was 10 years old June 7th, 1903, and my daughter Ettie E. Newman was 8 years old October 5th, 1903, the tract of land mentioned in the bill and properly described therein contains 100 acres more



or less and is the same land contracted by me to The Darby Coal & Coke Company by written contract dated January 1st, 1904, a certified copy of which contract is filed with Plaintiff's bill marked "B" at \$20.00. per acre the number of acres to be ascertained and the purchase money paid therefor as stipulated in said contract, the said land is rough mountain land and not well adapted to agricultural purposes and being subject to the mineral rights and privileges thereon I am of the opinion that the sale contracted by me is at a good price and that it is to the interest of all parties concerned that the same be carried out and this I am anxious shall be done, when I purchased this land in January, 1901, I paid \$500.00. for the tract and I am of opinion that the mineral right on said land when exercised and carried into effect, which the parties interested are preparing to do will detract very much from the value of the surface of said land.

I am informed that my interest in the fund to be derived from said sale would be about \$1370.00, but I am willing to take as my portion of said fund \$1200.00, and leave for the children \$800.00, of said fund or in that proportion of whatever the net fund may be, which would be  $\frac{3}{5}$  to me and  $\frac{2}{5}$  to the children. Most all the valuable timber has been taken off of the said land and I concur with the other witnesses as the quality of said land. There are no improvements on said land in the way of buildings, except such as were excepted by me in my contract with The Darby Coal & Coke Company and they are of but little value. I think that my children's portion of the money kept at interest would be of considerable more value to them than their interest in said land, and of the same opinion as to my own, and that no one's interest would be violated by a confirmation of said sale. The said infants have no estate other than their interest in said land, and as I understand it I am their only heir in case they should die without issue.

And further this deponent saith not.

*J. A. Newmar*



Virginia, Lee county, to-wit:

I certify that the foregoing depositions of H.F. Kilbourn, J.A. Howard, A.J. Witt and James A. Newman were duly taken subscribed and sworn to before me at the time and place and for the purpose in the caption mentioned. Given under my hand this the 6th day of February, 1904.

A.B. Munsey  
Commissioner in Chancery.



W. E. Orr Guardian  
vs } Depositions

James A. Newman

Received from A.B.  
Munsey the Comr. in  
Chancery before whom  
taken and filed Feby.  
6<sup>th</sup> 1904.

A. C. T. Ewing, Clerk

Comr in chcy \$300



W. E. Orr Guardian for Henry L  
Neuman & Ettie E Neuman Plaintiffs  
against  
James A Neuman et al. Defendants } In Chancery.

The undersigned, Commissioner in this Cause, respectively reports, that pursuant to the terms of the decree entered at the last term, The Darby Coal & Coke Company has paid the tract of land in the bill mentioned surveyed, and by which survey it was ascertained that said tract contained ninety eight and one half acres, and the said Company has paid to the plaintiff the amount of the purchase money for said tract, which was \$1970.00, paying to the plaintiff \$1960.00 which sum together with the \$10.00 paid by said Company to the said James A Neuman at the date of the contract of the sale of said land, makes up the said sum of \$1970.00 aforesaid; and your Commissioner upon the payment of said purchase money has made and executed to said Company a deed, with covenants of special warranty, conveying the interests of the infant defendants in said land, in which deed the defendant, James A Neuman, joined conveying his interest in said land with covenants of general warranty, which deed is acceptable to said Company, and is herewith filed marked Deed.

To  
Car A. S. W. Sheen.

James W Orr, com-  
missioner.



W. E. Orr Guardian &c

v. { Cour Orr's Report.

James A. Neuman et  
-als.

Filed May 16<sup>th</sup> 1904.

H. C. Ewing Clerk.



THIS AGREEMENT made this 1st day of January 1904, between James A. Newman of the first part, and Darby Coal & Coke Company, a corporation of the second part;

Whereas the said party of the first part is the owner for life of a certain tract or parcel of land situated and being in Lee County Virginia, <sup>on Kings Creek</sup> in the Pocket Country remainder of the fee simple estate being in his two infant children, Henry L. Ettie E. Newman and being the same tract or parcel of land conveyed by E. G. Parsons and wife by deed bearing date of the 2nd day of January 1901, and recorded in Clerks Office of the County Court of said County of Lee, in Deed Book No. 37 page 95, and in ~~which~~ which said deed said land is specifically described by metes and bounds and to which said deed reference is hereby made for a more particular description, Now, this agreement witnesseth, that the said James A. Newman for himself and the said Henry L. Newman and Ettie E. Newman agrees and binds himself to sell and convey or have conveyed unto the party of the second part by ~~by~~ good and sufficient deed subject to the rights of F. A. Stratton his heirs and assigns therein the above mentioned and described tract of land in fee simple, at the price of Twenty dollars per acre, provided that Circuit Court of Lee County Virginia, will authorize or confirm said sale unto the party of the second part and the said party of the first part agrees to institute suit at once to have said sale confirmed and to push the same as rapidly as possible to a final conclusion; and to give possession of said land over to said second party as soon as it shall require the same subject to the provisions of this ~~deed~~ <sup>agreement however</sup>, excepting the said mill site now in the possession of Chas. Hale until April 1st 1904. In the event however ~~if~~ <sup>that</sup> first party is unable to make good title to the said land said second party shall have the right to remove from said lands any improvements put thereon by it. Said first party excepts however the house and stable erected or to be erected on said land provided the ~~L~~umber therein shall be manufactured from timber taken from



said land provided the said house and stable shall be removed from said land of 30 days after said sale shall have ceased to use them. The said second party is to have said land surveyed by a competent surveyor of thier own selection within sixty days from the time the Court shall confirm the said sale and to pay for said land as soon as the said first party shall make or have made a good and sufficient deed for said land and accepted by said second party. The said first party has this day been paid in cash the sum of Ten dollars in part payment of the purchase price of said land the receipt of which is hereby acknowledged, but agreed to refund the same in case said sale is not confirmed by said Court.

Witness the following signatures and seals, day and year first aforesaid.

Witnesses; J. C. Noel

James A. Newman

(Seal)

H. F. Kilbourn.

Virginia, Lee County to-wit;

I, J. J. Yeary a Justice of the Peace in and for the County and State aforesaid, do certify that James A. Newman whose name is signed to the above writing bearing date of January 1st 1904, has acknowledged the same before me in my County aforesaid. Given under my hand this 9th day of January 1904.

J. J. Yeary J. P.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County, the 12th day of January 1904. This deed was presented, and together with the certificate of acknowledgment thereto annexed, admitted to record.

Teste; B. M. Morgan, Clerk.

A Copy, Teste; B. M. Morgan ----- Clerk.  
(D. E. 41 page 124)



James A. Newman  
To { Agreement  
Darby Coal & Coke Co

---

Copy

B

Clerk 60 cts



Virginia,

At a County Court continued and held for Lee County, at the Court-house thereof on Tuesday the 19th day of January 1904.

On motion of James A. Newman it is ordered that W. E. Orr be and he is hereby appointed Guardian for Henry L. Newman & Etta E. Newman infant children and heirs at law, of the said James A. Newman and Abbie Newman deceased, and aged ten years and eight years respectively.

And thereupon the said W. E. Orr together with James W. Orr his security entered into and acknowledged a bond in the penalty of Three thousand dollars conditioned according to law, which bond being acknowledged by the obligors therein is ordered to be recorded.

And the said W. E. Orr, took the oath prescribed by law.

A Copy, Teste; B. M. Morgan ----- Clerk.



W. E. Orr. Guardian  
46  
Copy of Order of  
Appointment.

6



Know all Men by these Presents, That we, *W. E. Orr and James W. Orr*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Three thousand* Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our exemption as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond or by virtue of said office, post or trust, with coupons detached from the bonds of this State. Sealed with our seals, and dated this *19th* day of *Jan.*, one thousand nine hundred *four*.

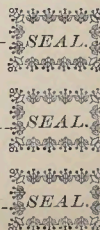
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *W. E. Orr* has been by the County Court appointed Guardian of *Henry K. Newman* age 10 yrs. and *Etta K. Newman* age 8 yrs. children & heirs at law of *Jas. A. Newman*, and *Abbie Newman* deceased, now if the said *W. E. Orr* shall faithfully discharge his duties as said Guardian according to the law.

then this obligation to be void, or otherwise to remain in full force and virtue.

*W. E. Orr*

*James W. Orr*

A Copy Teste: *B. M. Morgan* Clerk





*W. E. Orr*

*Guardian*

to

}

BOND

Commonwealth.

*Copy*

*B*





Jan 20, 1904

Received of N. L. Orr Guardian Henry L. & Etta Newman

Two <sup>57</sup>/<sub>100</sub>

100 DOLLARS,

My Coal - Suit: Dorby Coal Co.



$$\begin{array}{r} 495 \\ 376 \\ \hline 873 \end{array}$$



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon James A. Newman  
Henry L. Newman, Ettie E. Newman and  
The Darby Coal & Coke Company, a Corporation

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be  
held for the said court, on the 1st Monday in February 1904, to answer a  
bill in chancery exhibited against them in our said court by  
W. E. Orr, Guardian for Henry L. Newman  
and Ettie E. Newman

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,  
at the court-house, the 20<sup>th</sup> day of January, 1904, and in the 128<sup>th</sup>  
year of the Commonwealth.

A. B. Munsey, Clerk.



W. E. Orr Guardian

vs. { SUBPEONA  
IN CHANCERY.

James A. Newman et al.

Orr & Neel p. q.

To 1st February Rules.

1904 Circuit Court.

Legal service of the  
returning writ is hereby  
accepted Jan 21/1904.

James A. Newman  
The Parley Coal & Coke Co.  
By Orr & Neel, attys.

Clerk Mr. E. J. \$5.78  
Lay 1.00  
d 15.00  
8 .60  
Court M. B. 00  
Court Deed 5.00  
\$ 30.38



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon James A Newman,  
Henry L. Newman, Ettie E. Newman, and  
The Darby Coal & Coke Company, a Corporation,

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be  
held for the said court, on the 1<sup>st</sup> Monday in February 1904, to answer a  
bill in chancery exhibited against them in our said court by  
W. E. Orr, Guardian for Henry L. Newman  
and Ettie E. Newman

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,  
at the court-house, the 20<sup>th</sup> day of January, 1904, and in the 12<sup>th</sup>  
year of the Commonwealth.

A copy,

A. B. Munsey, Clerk.

Lest: A. B. Munsey Clerk



---

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vs. { SUBPEONA  
IN CHANCERY.

---

---

p. q.

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To ..... Rules.

..... Court.

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The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon James A. Newman  
Henry L. Newman, Ettie E. Newman, and  
The Darby Coal & Loke Company, a Corporation

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be  
held for the said court, on the 1<sup>st</sup> Monday in February 1904, to answer a  
bill in chancery exhibited against them in our said court by  
W. C. Orr Guardian for Henry L. Newman  
and Ettie E. Newman

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,  
at the court-house, the 20<sup>th</sup> day of January, 1904, and in the 128<sup>th</sup>  
year of the Commonwealth.

A Copy:

A. B. Munsey, Clerk.

Teste: A. B. Munsey Clerk



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *James A. Newman*  
*Henry L. Newman, Ettie E. Newman and*  
*The Darby Coal & Coke Company, a Corporation*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be  
held for the said court, on the *1st* Monday in *February* 190*4*, to answer a  
bill in chancery exhibited against *them* in our said court by

*W. E. Orr, Guardian for Henry L. Newman*  
*and Ettie E. Newman*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,  
at the court-house, the *20th* day of *January*, 190*4*, and in the 12*8th*  
year of the Commonwealth.

*A B Munsey*, Clerk.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon James A. Newman  
Henry L. Newman, Ette. C. Newman and  
The Darby Coal & Loke Company, A Corporation

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be  
held for the said court, on the 1st Monday in February 1904, to answer a  
bill in chancery exhibited against them in our said court by  
W. E. Orr Guardian for Henry L. Newman  
and Ette. C. Newman

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,  
at the court-house, the 20th day of January, 1904, and in the 128th  
year of the Commonwealth.

A Copy,

A. B. Munsey, Clerk.

Teste: A. B. Munsey Clerk,



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU THAT YOU SUMMON

*+ H. G. Kilbourn + Rabe*  
*+ A. J. Will + or witness Rabe*  
*+ William Turner + Rabe*

*undersigned Commissioner in Chancery at the law office James M Orr in Jonesville Va*  
to appear before the Judge of our Circuit Court of the County of Lee, at the court-house  
thereof, on the *4th* day of *February* 1904, to testify and the truth to say  
in behalf of the *M. E. Orr* Plaintiff, in a certain matter of controversy in our said court  
before the said Judge depending and undetermined between

*M. E. Orr Guardian* Plaintiff, and

*James A Newman et al* Defendant. And this *they*  
shall in no wise omit, under the penalty of £100. And have then there this writ.

*Come in Chcy*  
Witness, A. B. MUNSEY, ~~Clerk~~ of our said court, at the court-house the *20th* day of

*January* 1904, and in the 12<sup>th</sup> year of the Commonwealth.

*A B Munsey Come in Chcy*



Mr. E. Our Guardian  
vs. }

SUBPOENA

FOR

WITNESS.

J. N. Newman

Court,

the 15th day of Feb

1904

Executed the  
first 1904 day  
summonsing all  
of the within  
witness

E. S. Stapleton D. S.

For J. N. McCall

S. L. Co